

STANDARD AGREEMENT-

STD. 2 (REV. 5-91)

APPROVED BY THE
ATTORNEY GENERALCONTRACT NUMBER
DGS-OFA-HON-EV01AM. NO.
1TAXPAYER'S FEDERAL EMPLOYER I.D.
952041006

THIS AGREEMENT, made into and entered into this 7 day of February, 2001
in the State of California, by and between the State of California, through its duly elected or appointed, qualified and acting

TITLE, OFFICER ACTING FOR THE STATE
Chief, Office of Fleet Administration

AGENCY
Department of General Services, hereafter called the State, and

CONTRACTOR'S NAME
American Honda Motor Company, Inc.

, hereafter called the Contractor.

WITNESSETH: That the Contractor and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion and attach plans and specifications, if any.)*

This is an amendment to the Master Service Agreement (MSA) entered between the State of California Department of General Services and American Honda Motor Co., Inc. (DGS-OFA-HON-EV01) which was approved by the Department of General Services on October 15, 1997.

MSA DGS-OFA-HON-EV01 is hereby extended through and including December 31, 2001. Subscription (Lease) Agreements entered pursuant to this amendment may be made for a minimum of one year. All Subscription (Lease) Agreements must, by their terms, expire on or before December 31, 2002 ("the Extended Term").

This amendment applies to all Subscription Agreements entered into (or renewed) on or after the date this amendment is approved by the Department of General Services. All Subscription Agreements entered into prior to this amendment shall continued to be governed by the terms of the original MSA (DGS-OFA-HON-EV01).

Aside from the modifications set forth in this amendment, all other terms and conditions of the original MSA (DGS-OFA-HON-EV01) shall remain in full force and effect for the Extended Term.). All amounts due (or that become due) under any Subscription Agreements entered pursuant to DGS-OFA-HON-EV01, including disposition fees, late charges, unpaid parking tickets and any other outstanding amounts, are not waived and remain due and owing.

[This agreement is continued on 2 pages, attached hereto, each bearing the contract number.]

The provisions on reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of General Services		CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> American Honda Motor Company, Inc.	
BY (AUTHORIZED SIGNATURE) ➔		BY (AUTHORIZED SIGNATURE) ➔	
PRINTED NAME OF PERSON SIGNING Timothy Bow		PRINTED NAME AND TITLE OF PERSON SIGNING Robert Bienenfeld, Senior Mgr. Prod. Plan. & AFV	
TITLE Chief, Office of Fleet Administration		ADDRESS 1919 Torrance Blvd, Torrance, CA 90501-2746	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ TOTAL AMOUNT ENCUMBERED TO DATE \$	PROGRAM CATEGORY (CODE AND TITLE)		FUND TITLE
	(OPTIONAL USE)		
	ITEM	CHAPTER	STATUTE FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
I hereby certify that upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure state above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER ➔		DATE	

**Department of General Services
Use Only**

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER ☐ CONTROLLER ☐

Honda EV PLUS MSA Extension Agreement/Amendment

The following amended terms apply to Subscription Agreements entered on or after the date this Amendment is approved by the Department of General Services (and any terms contained in DGS-OFA-HON-EV01 not affected by these amendments remain in full force and effect throughout the Extended Term):

VEHICLE MAINTENANCE:

(a) Maintenance Performed at Lessor's Cost. American Honda Motor Corp, Inc. ("Lessor") agrees that all scheduled maintenance, as specified in the Maintenance Schedule of the Owner's Manual, will be performed by a Honda-authorized EV Plus dealer free of charge to the Lessee.

(b) Lessor's Agreement to Repair Vehicle. Except as described in (d) below, Lessor agrees to provide all services and parts that may be necessary to maintain proper operation of the Vehicle under normal operation for the duration of the Extended Term, at no cost to Lessee.

(c) Lessee's Agreement to Maintain Vehicle. Lessee agrees to have the Vehicle serviced, as indicated in the owner's manual and in accordance with the manufacturer's minimum recommendations, when there is a dash warning/indicator; and as requested by the manufacturer in connection with any product improvement and/or recall campaign. Lessee will have all service validated and be able to provide proof that such service was performed. Lessee will maintain the Vehicle in good working order and condition and have all necessary repairs made, using only Authorized Honda EV Servicing Dealer locations.

(d) Limitations on Lessor's Agreement to Repair. The agreement of Lessor to provide service and parts that may be necessary to maintain proper operation of the Vehicle under normal operation during the Extended Term does not extend to replacement of the battery. Battery deterioration will progressively reduce the Vehicle's range and utility. I ACKNOWLEDGE THAT I AM ENTERING INTO THIS LEASE EXTENSION WITHOUT EXPECTATION THAT THE TRACTION BATTERIES WILL BE REPLACED BY LESSOR. If battery deterioration warrants removal of the Vehicle from operation, Lessor may terminate this Lease Agreement as described below. In addition, Lessor's agreement to repair the Vehicle does not extend to the failure of any part or accessory due to (i) abuse, misuse, accidental damage or acts of God; (ii) modification of the Vehicle; (iii) improper installation or maintenance; (iii) a low fluid level or use of a fluid other than specified by Lessor; (iv) use of the Vehicle in competition or racing events, (v) installation of any part that is not equal to the original in quality or materials or workmanship; (vi) repairs performed by anyone other than a Honda-authorized EV Plus dealer; or (vii) any installed part or accessory that fails because it was not designed to fit that year and model of Honda vehicle.

(e) Lessor May Terminate Lease If: i) One Time Cost to Repair Any One Defect Exceeds \$4,000.00; ii) Cumulative Cost to Repair Any One Defect or Series of Defects, Whether Related or Not, Exceeds \$4000.00; iii) Replacement Parts Are Not Available Within Thirty Days; iv) Three Attempts to Repair a Defect or Defects are Unsuccessful; or v) The Cost to Repair Exceeds the Sum of the Remaining Payments. In all events, Lessor will make the final decision whether to repair any existing part or assembly or replace it. In the event Lessor determines that the cost and/or difficulty to repair and/or maintain the Vehicle in proper and/or safe operating condition exceeds the above limitations, Lessor may terminate this Lease. Upon termination under this provision, Lessor shall provide Lessee with a replacement vehicle for 30 days (or, to the end of the Extended Term, if earlier), free of charge, and Lessee will be liable to Lessor only for any amounts due and unpaid and any other amounts owed arising from Lessee's failure to keep promises under the Lease as of the date of termination by Lessor. The model of the replacement vehicle provided by Lessor shall be in the sole discretion of Lessor.

(f) Service and Repairs. For maintenance and repair service, Lessee will take the Vehicle to a Honda-Authorized EV Plus dealer during normal service hours. If the Vehicle cannot be driven, Lessee may contact Honda's Roadside Assistance at (800) 864-8336 and the Vehicle will be towed to the nearest Honda-authorized EV Plus dealer, up to a maximum of 150 miles. For further information or assistance,

Lessee may contact America Honda Motor Co., Inc., Consumer Affairs, Mail Stop 500-2N-7D, 1919 Torrance Blvd. Torrance, CA 90501-246, Tel. No. (800) 999-1009.

VEHICLE INSURANCE REQUIREMENTS: All vehicle insurance requirements of the original lease remain in effect for the lease extension period.

VEHICLE WARRANTIES: This Vehicle is a **USED VEHICLE** and, except as described below, is being leased **"AS IS"**; **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS) WHICH EXTEND BEYOND THE DESCRIPTION HEREIN.** Lessor makes no representations or warranties, express or implied, as to the fitness for a particular purpose, condition or remaining useful life of this vehicle. The following warranties, extended at the time the lease was executed, continue: Seat Belt repair and/or replacement and Vehicle Rust Perforation, which continue to the earlier of the end of Vehicle useful life or five years from date of Vehicle manufacture.

EARLY TERMINATION OF LEASE BY LESSEE: Lessee has no option to purchase the Vehicle at any time. Lessee may terminate this Lease Agreement at any time, upon 30 days' written notice to Lessor. If Lessee decides to terminate the lease before the end of the Extended Term, Lessee will provide Lessor with at least 30 days advance written notice of intention to terminate the Lease, will return the Vehicle to Lessor on the due date of a monthly lease payment, and will pay Lessor (a) any monthly payments already due and unpaid and any other amounts owed arising from my failure to keep promises under this Lease Agreement; plus (b) any official fees and taxes imposed in connection with the termination; plus (c) any amounts due for Excessive Wear and Use. In addition, if Lessee terminates this Lease Agreement early but fails to provide Lessor with 30 day's prior written notice, Lessee agrees to pay a fee of \$300.

TERMINATION OF LEASE (EARLY OR AT END OF EXTENDED TERM): Lessor may terminate this Lease Agreement at any time (i) under the conditions specified in (d) Limitations on Lessor's Agreement to Repair. above; or (ii) if the Lease Agreement is in default, in which case Lessee agrees, in addition to the above amounts, to also pay Lessor's costs of repossessing, storing and transporting the Vehicle as well as Lessor's costs of collection, including court costs and reasonable attorneys' fees, to the extent permitted by law.

EXCESSIVE WEAR AND USE: Lessee will reimburse Lessor for the amount it would cost Lessor to repair excessive wear and use to the Vehicle, whether or not Lessor makes repairs. "Excessive Wear and Use" includes, but is not limited to: (a) broken or missing parts or accessories; (b) interior rips, stains, burns, or excessively worn areas; (c) missing wheels or tires (including spare); (d) neglect or improper maintenance intervals; (e) any condition which makes the Vehicle unsafe or unlawful to operate; or (f) safety equipment not in proper working order. No excess mileage will be charged on the Vehicle.

RENTAL FEES: For State Agencies: Lessee agrees to a monthly fee of \$300 per month, plus sales tax. For Local Governments and Political Subdivisions: Lessee agrees to make a single, lump sum annual payment of \$3,600 plus sales tax within 30 days of this lease extension. Payments are to be made per the address and instructions in the invoice from American Honda Motor Co., Inc., or its assignee. Late payments shall be governed by the provisions of the California Prompt Payment Act (Government Code Section 927 et seq.).